

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Janice C. Heller  Debtor(s)  U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY)  Movant  vs.  Janice C. Heller  Debtor(s)  William C. Miller, Esq.  Trustee		CHAPTER 13          NO. 16-13590 MDC          11 U.S.C. Section 362
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**MOTION OF U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE  
PENNSYLVANIA HOUSING FINANCE AGENCY)  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Movant is U.S. BANK NATIONAL ASSOCIATION (TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY).

2. Debtor(s) is the owner(s) of the premises 400 Glendale Road, Unit J52, Haverford Hill Havertown, PA 19083, hereinafter referred to as the mortgaged premises.

3. Movant is the holder of a mortgage in the original principal amount of \$18,000.00 on the mortgaged premises that was executed on February 22, 1996. Said mortgage was recorded on February 27, 1996 at Book 1446, Page 0963. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on June 19, 2015 at Book 05659, Page 0181 in Delaware County.

4. William C. Miller, Esq. is the Trustee appointed by the Court.

5. The commencement or continuation of mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments was stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. The confirmed Chapter 13 Plan provides that Debtor shall make the regular payments due under the aforesaid mortgage directly to the Movant.

7. Debtor has failed to make the post-petition contractual monthly mortgage payments in the amount of \$264.00 per month per month for the months of November 2016 through October 2017 and

\$269.00 per month for November 2017 through December 2017, plus monthly late charges of \$5.93 for the each of months of November 2016 through November 2017.

8. In addition to being owed the aforesaid amounts, Movant has also incurred \$850.00 in legal fees and \$181.00 in legal costs, as of the date hereof, in connection with seeking the relief requested in this Motion. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with the terms of the loan and mortgage, the Bankruptcy Code and other applicable law.

9. The total amount necessary to cure the post-petition delinquency on the mortgage loan and to reinstate the loan post-petition is **\$3,783.09** (plus attorney's fees & costs).

10. Movant is entitled to relief from stay for cause.

11. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement and to contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

12. This motion and the averments contained herein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the loan and mortgage, and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay to permit Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgaged premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, including reasonable attorney's fees in accordance with the loan and mortgage terms, and current law, together with interest.

Dated: December 18, 2017

/s/ Matteo S. Weiner, Esquire

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